

4631
1 BILL NO. S-79-09-24

2 SPECIAL ORDINANCE NO. S-

182-79

3 AN ORDINANCE approving an Agreement with
4 Northwest Allen County Schools for construc-
tion of a sanitary sewer.

5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

8 SECTION 1. That the Agreement dated September 12, 1979, between
9 the City of Fort Wayne, by and through its Mayor and the Board of Public Works
10 and Northwest Allen County Schools, Developer, for:

11 SANITARY SEWER

12 Beginning at existing manhole #83 of Res. #273, of the
13 St. Joe Sanitary Interceptor, located 30.5+ L.F. South
14 of the centerline of Carroll Road and 580+ L.F. East of
15 the centerline of the G. R. & I. Railroad, thence North
16 30°00' West 77+ L.F. to proposed manhole #1 located
35+ L.F. North of the centerline of Carroll Road, thence
West along a line parallel with Carroll Road a distance
of 4431+ L.F. and terminating at proposed manhole #13
located 35+ L.F. North of and 25+ L.F. East of the
centerline intersection of Carroll Road and Bethel Road.

17 of which the developer shall pay the entire cost and expense of the construc-
18 tion of said sewer except for \$96,571.00 from City Utilities for oversizing
19 differential, all as more particularly set forth in said agreement which is
20 on file in the Office of the Board of Public Works and is by reference
21 incorporated herein, made a part hereof and is hereby in all things ratified,
22 confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force and effect
24 from and after its passage and approval by the Mayor.

25
26 
27 Councilman

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32 APPROVED AS TO
FORM & LEGALITY


William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-25-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-9-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. D-182-79 on the 9th day of October, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Wingo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of October, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 17 day of October, 1979,
at the hour of 10 o'clock _____ M., E.S.T.

Rahat Khushnig
MAYOR

Bill No. S-79-09-24

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an Agreement with Northwest Allen County Schools for
construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 88 PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

Paul M. Burns
Samuel J. Talarico
Vivian G. Schmidt
Donald J. Schmidt
James S. Stier

10-9-79
DATE _____ CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 10, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works is entering into an Agreement for Sewer Extension with the Northwest Allen County Schools for the construction of a sanitary sewer for Carroll High School. The construction of this sewer will eliminate the sewage treatment plant at Carroll High School.

In order that construction of this sewer system may begin immediately, the Board of Works respectfully requests a "Prior Approval" so that this may be accomplished.

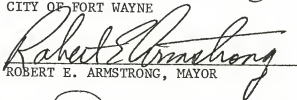
Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

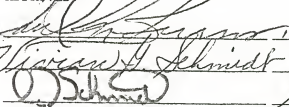
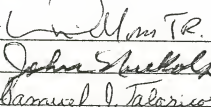
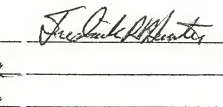
BOARD OF PUBLIC WORKS


HENRY F. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE


ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED


Vivian J. Schmidt

John Nichols

Samuel J. Talarico
MEMBERS OF THE COMMON COUNCIL

ATTEST


CHARLES W. WESTERMAN, CLERK

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 12th day of Sept
19 79, by and between the NORTHWEST ALLEN COUNTY SCHOOLS, hereinafter referred
to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal
Corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as
follows:

Sanitary Sewer

Beginning at existing manhole #83 of Res. #273, of the St. Joe Sanitary
Interceptor, located 30.5± L.F. South of the centerline of Carroll Road and
580± L.F. East of the centerline of the G. R. & I. Railroad, thence North
30°00' West 77± L.F. to proposed manhole #1 located 35± L.F. North of the
centerline of Carroll Road, thence West along a line parallel with Carroll
Road a distance of 4431± L.F. and terminating at proposed manhole #13
located 35± L.F. North of and 25± L.F. East of the centerline intersection
of Carroll Road and Bethel Road.

Said sanitary sewer shall be 15 inches in diameter, in accordance with plans,
specifications, and profiles heretofore submitted to the CITY and now on file in
the Office of the Chief Engineer of the Water Pollution Control Engineering
Department of the CITY and known as Carroll High School Sanitary Sewer, which
plans, specifications and profiles are by reference incorporated herein and made
a part hereof, which will serve not only land in which the DEVELOPER has an
interest, but also adjoining land areas.

WHEREAS, the total cost of construction of said sewer is represented to be
\$224,625 composed of \$212,160 for 15" sewer construction and \$12,465 for 6" tap
extensions,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants
and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The total cost of construction shall be divided as follows:

	CITY	DEVELOPER	TOTAL
a. Construction (less tap extensions)	\$96,571.00	\$114,589.00	\$212,160.00
b. Tap Extensions	12,465.00		12,465.00
c. Construction inspection		*	
TOTAL			\$224,625.00

*Paid by Developer's Contractor (included in item a., \$3,000 maximum).

It is agreed that DEVELOPER will pay its contractor the total amount for items a and b. As construction progresses to 25%, 50% and 75% complete DEVELOPER may invoice CITY by the ratio of $\$96,571 / \$212,160 = (45.5\%)$ of construction completed per item a. DEVELOPER may invoice CITY for item b at any time after the tap extensions are installed. The final 25% shall be paid by the CITY upon acceptance by the CITY of the sanitary sewer described above.

The above construction costs were determined from the low bid received by DEVELOPER at 2:00 P.M., June 4, 1979. The \$96,571.00 contribution by CITY is the maximum amount considered by CITY and is less than the bid differential of the DEVELOPER'S required lift station - force main system and the CITY'S 15" gravity sanitary sewer.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will initially serve the following described real estate of the DEVELOPER:

Tract "A"

Part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 32 North, Range 11 East, Eel River Township, Allen County, Indiana, in particular described as follows, to-wit: To arrive at the point of beginning commence at the Northeast corner of the tract aforesaid; thence South on the East line thereof as situated within the right of way of the public highway known as the Bethel Road, a distance of 554.58 feet; thence West by a deflection right of 90 degrees a distance of 422.1 feet to the aforementioned point of beginning; thence running northward on a line

parallel to the aforesaid East line of Section 36 a distance of 259.0 feet to the Northeast corner of the subject parcel; thence westward by a deflection left of 90 degrees a distance of 373.83 feet to the Northwest corner of the subject parcel; thence southward by a deflection left of 90 degrees a distance of 350.92 feet to the southwest corner of the subject parcel; thence eastward by a deflection left of 90 degrees a distance of 150.83 feet to an intermediate corner of the subject parcel; thence northward by a deflection left of 90 degrees a distance of 61.92 feet to an intermediate corner of the subject parcel; thence eastward by a deflection right of 90 degrees a distance of 72.0 feet to an intermediate corner of the subject parcel; thence northward by a deflection left of 90 degrees a distance of 30.0 feet to an intermediate corner of the subject parcel; thence eastward by a deflection right of 90 degrees a distance of 151.0 feet to the place of beginning, containing 112,846 square feet (or 2.59 acres).

Together with an access easement upon and over the West 20 feet of the East 655 feet of the North 290.13 feet of the tract aforesaid extending northward of the North boundary of the subject parcel, a distance of 290.13 feet, more or less, to the Carroll Road, containing 5802 square feet, more or less (.133 acres).

Tract "B"

The Northeast Quarter of the Northeast Quarter of Section 36, Township 32 North, Range 11 East, except all legal roads, highways, except Tract "A" and contains 37.41 Ac \pm .

Tract "C"

The Northwest quarter of the Northeast quarter, except the West 10 acres, of Section 36, Township 32 North Range 11 East and contains 30 Ac \pm . Subject to all legal roads and highways.

Tract "D"

The West 10 acres of the Northwest quarter of the Northeast quarter of Section 36, Township 31 North, Range 11 East. Subject to all legal roads and highways.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforescribed real estate, except as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of \$475.00 per acre must be paid to CITY prior to issuance of the sewer construction permit, by the DEVELOPER for Tracts "A" and "B" which is served by the aforescribed sanitary sewer. The area connection fee for Tracts "C" and "D" are hereby set at \$475.00, and is due at such time DEVELOPER develops that area. This area connection charge represents the over-sizing cost expended by CITY for Area 1 of the St. Joseph Interceptor Sanitary Sewer, Resolution 61-140-11.

4. CONNECTIONS FEES FOR ADJACENT BENEFITED AREAS

Said sewer, however, also serves adjacent benefited areas as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time desire to use said sewer or any extension thereof, whether by

direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said adjacent benefited area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum as indicated on the attached Exhibit "A", which represents the pro rata share of the 6" tap extension costs and area and local connection fees as indicated within Resolution No. 61-140-11 as recorded by 74-23751. Other properties which connect into the 15" sanitary sewer as indicated on Exhibit "A" shall pay the appropriate area and local connection fees which are designated within said Resolution 61-140-11.

5. BOND

The contractor for the DEVELOPER shall furnish a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. EASEMENTS AND PERMITS

DEVELOPER will provide the necessary permanent and temporary easements granted to the CITY for the construction of said aforescribed sewer and DEVELOPER will grant the necessary easements to the CITY if the said aforescribed sewer is extended in the future on the said aforescribed real estate of the DEVELOPER. Also the DEVELOPER will provide proof to the CITY that the executed railroad crossing permit and the county road cut permit has been acquired.

7. METERING DEVICE(S)

DEVELOPER will provide an adequate metering device(s) for monthly sewage billing purposes. Said metering device(s) will be subject to CITY approval.

8. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate

against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

10. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

11. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST

James C. Mallers
James C. Mallers,
Assistant Superintendent

DEVELOPER: NORTHWEST ALLEN COUNTY SCHOOLS

Thomas R. Combs
Thomas R. Combs, Superintendent

CITY OF FORT WAYNE, INDIANA

BY: _____
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA:

SS

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this ____ day of _____, 19__.

Notary Public

My Commission Expires:

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

4637

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION FOR NW ALLEN COUNTY SCHOOLS

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-09-24

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION FOR NORTHWEST ALLEN COUNTY SCHOOLS FOR

THE CONSTRUCTION OF A SANITARY SEWER TO SERVE CARROLL HIGH SCHOOL. THIS SEWER SYSTEM TO
REPLACE THE SEWAGE TREATMENT PLANT AT CARROLL HIGH SCHOOL.

(AGREEMENT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER SYSTEM TO BETTER SERVE THE
NORTHWEST ALLEN COUNTY SCHOOL SYSTEM, ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$96,571.00 FROM CITY UTILITIES
FOR OVERSIZING DIFFERENTIAL

ASSIGNED TO COMMITTEE